

IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

WEDNESDAY, THE FOURTEENTH DAY OF JULY
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE MR JUSTICE N.V. RAMANA

WRIT PETITION NO : 11958 of 2004

Between:

P. Raghavulu, S/o. P. Thimmappa,
R/o. Gajulawada Veedhi, Rayadurg Town and Mandal,
Ananthapur District.

..... PETITIONER

AND

The Commissioner, Rayadurg Municipality,
Rayadurg Town and Mandal, Ananthapur District.

.....RESPONDENT

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court will be pleased to issue a Writ, Order or Direction(s) essentially in the nature of Writ of Mandamus declaring the action of the Respondent in seeking to evict the Petitioner herein from the premises bearing Sheds No.6 and 7 of Municipal Complex situated at Old Bus Stand at Rayadurg Village and Town, without showing alternative place to conduct business and without assuring the renewal of lease in favour of the Petitioner herein after the completion of construction of shopping complex in the above premises as per the rules, as bad illegal, arbitrary, irrational, opposed to the Principles of natural Justice and violative of Articles 14 and 21 of the Constitution of India and consequently direct the Respondents herein not to evict the Petitioner herein from the premises bearing Sheds No. 6 and 7 of Municipal Complex situated at Old Bus Stand at Rayadurg Village and Town, without showing alternative place to conduct business and without assuring the renewal of lease in favour of the Petitioner herein after the completion of construction of shopping complex in the above premises

Counsel for the Petitioner:MR. KARNAM RAMESH

Counsel for sole the Respondent : MR.SRINIVAS DAMMALAPATI

The Court at the stage of admission made the following :

ORDER:

The present writ petition is filed seeking the following relief:

“...Mandamus declaring the action of the respondent in seeking to evict the petitioner herein from the premises bearing sheds No.6 and 7 of Municipal Complex situated at Old Bus Stand at Rayadurg village and town, without showing alternative place to conduct business and without assuring the renewal of lease in favour of the petitioner herein after the completion of construction of shopping complex in the above premises as per the Rules, as bad,illegal, arbitrary, irrational, opposed to the principles of natural justice and violative of Articles 14 and 21 of the Constitution of India and consequently direct the respondent herein not to evict the petitioner herein from the premises bearing sheds No.6 and 7 of Municipal Complex situated at Old Bus Stand at Rayadurg village and town without showing alternative place to conduct business and without assuring the renewal of lease in favour of the petitioner herein after the completion of construction of shopping complex in the above premises....”

The petitioner herein claims to be lessee for the last 30 years of the sheds bearing No. 6 and 7 in Municipal Shopping Complex and paying the rents regularly. It is alleged that the officials of the respondent municipality on 8-6-2004 called upon the petitioner to vacate the said premises immediately to enable them to construct a new shopping complex. It is also alleged that on 9-7-2004 the officials of the respondent municipality came along with bull-dozer and attempted to dismantle the sheds in question and on resistance from the petitioner and others they had returned. The petitioner contend that without showing the alternative accommodation and offering an assurance that he would be accommodated in the newly constructed complex, taking steps to vacate him from the subject sheds without following due process of law is bad. It is stated that the petitioner has also issued a legal notice dated 19-6-2004 and alleges that no action is taken thereon.

Heard the learned counsel for petitioner and learned Standing Counsel for respondent.

The extension of the lease etc, are the contractual matters governed by a lease agreement and if any condition of the lease is violated and if petitioner is aggrieved thereby, the proper course for the petitioner is to approach the competent Civil Court and establish his right and seek appropriate remedy. This Court in exercise of jurisdiction under Article 226 cannot probe into the factual aspects and direct the respondent to assure the petitioner about his renewal of the lease, or to provide alternative accommodation.

There are no grounds made for interference of this Court. The writ petition fails and the same is accordingly dismissed at the stage of admission.

_____ N.V.RAMANA,J

14-07-2004

TVK

To

1.. The Commissioner, Rayadurg Municipality,
Rayadurg Town and Mandal, Ananthapur District.

2..2CCs to

3..2CD copies

*Form-NIC-OGS/WP{**SPJS**}*